

Contract # 069123**STATE OF UTAH CONTRACT**

1. **CONTRACTING PARTIES:** This contract is between the following agency of the State of Utah:
Department of Transportation Agency Code: 810 Project Development, Division referred to as (STATE), and the following CONTRACTOR:

SL Systems Technology, Inc.
Name

11540 Wyndcastle Drive
Address

Sandy UT 84092-7113
City State Zip

Contact Person Scott B. Lindgren Phone (801)-576-9302 Email: slingren@sisna.com
Federal Tax ID# 84-1404773 Vendor # 47826C Commodity Code # 20867000000

LEGAL STATUS CONTRACTOR
☐ Sole Proprietor
☐ Non-Profit Corporation
☒ For-Profit Corporation
☐ Partnership
☐ Government Agency

2. **GENERAL PURPOSE OF CONTRACT:** The general purpose of this contract is to provide:

Assistance on the redesign of the Contract Management System (Consultant Services module of ePM). CMS will be revamped using Oracle application and development tools to provide better system functionality, including enhancements to follow the Department's current business practices. Additionally, modifications will be done on the existing database, forms and reports to address these changes.

3. **PROCUREMENT:** This contract is entered into as a result of the procurement process on RX# 66000000042, FY06 JG6030.
4. **CONTRACT PERIOD:** Effective date 26 January 2006 Termination date 28 January 2008 unless terminated early or extended in accordance with the terms and conditions of this contract. (1) one year renewal options.
5. **CONTRACT COSTS:** CONTRACTOR will be paid a maximum of \$320,640.00 for costs authorized by this contract.
6. **ATTACHMENT A:** Division of Purchasing's Standard Terms and Conditions
ATTACHMENT B: Scope of Work & Hourly Rates
ATTACHMENT C: Special Terms and Conditions
Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.
7. **DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:**
a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
b. Utah State Procurement Code, Procurement Rules, and CONTRACTOR'S response to Bid #JG6030 dated 12/21/05.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

Scott B. Lindgren 2/7/06
Contractor's signature Date

Scott B. Lindgren, CEO/President
Type or Print Name and Title

STATE

Kelvin G. Thacker 7 Feb 06
Kelvin G. Thacker, Procurement Services Manager Date

D. P. Thacker FEB 17 2006
Director, Division of Purchasing Date

CONTRACT RECEIVED AND
PROCESSED BY
DIVISION OF FINANCE
Director, Division of Finance FEB 21 2006
Date

Denice McCarthy
Agency Contact Person

(801) 965-4761
Telephone Number

(801) 965-4073
Fax Number

dmccarthy@utah.gov
Email Address

(Revision 08/26/2003)

REC'D FEB 27 2006

for any special purposes that the State has relied on the contractor's skill or judgment to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

16. **PUBLIC INFORMATION:** Contractor agrees that the contract will be a public document, and may be available for distribution. Contractor gives the State express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.
17. **DELIVERY:** Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations.
18. **ORDERING AND INVOICING:** All orders will be shipped promptly in accordance with the delivery schedule. The Contractor will promptly submit invoices (within 30 days of shipment or delivery of services) to the State. The State contract number and/or the agency purchase order number shall be listed on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the State will be those prices listed in the contract. The State has the right to adjust or return any invoice reflecting incorrect pricing.
19. **PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. All payments to the Contractor will be remitted by mail unless paid by the State of Utah's Purchasing Card (major credit card).
20. **PATENTS, COPYRIGHTS, ETC.:** The Contractor will release, indemnify and hold the State, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.
21. **ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State.
22. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the State to declare Contractor in default of the contract:
 1. Nonperformance of contractual requirements;
 2. A material breach of any term or condition of this contract. The State will issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State may do one or more of the following:
 1. Exercise any remedy provided by law;
 2. Terminate this contract and any related contracts or portions thereof;
 3. Impose liquidated damages, if liquidated damages are listed in the contract;
 4. Suspend Contractor from receiving future solicitations.
23. **FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The State may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.
24. **PROCUREMENT ETHICS:** The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63-56-1002, Utah Code Annotated, 1953, as amended).
25. **CONFLICT OF TERMS:** Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be:
 1. State Standard Terms and Conditions;
 2. State Additional Terms and Conditions;
 3. Contractor Terms and Conditions.

(Revision date: July 5, 2005)

ATTACHMENT B

SCOPE OF WORK - HOURLY RATES

PURPOSE OF CONTRACT

The purpose of this contract is to redesign the Contract Management System (Consultant Services module of ePM). CMS will be revamped using Oracle application and development tools to provide better system functionality, including enhancements to follow the Department's current business practices. Additionally, modifications will be done on the existing database, forms and reports to address these changes.

BACKGROUND

ePM

The UDOT electronic Program Management (ePM) system is a multiple-function Oracle database system. It consists of six modules: Payroll, Project Management, Program Development, Right of Way, Consultant Services, and Lessons Learned. These modules provide personnel timesheets, preconstruction project scheduling, management unit work schedules, project cost tracking, process analysis and evaluation, cost estimate, fund setup, apportionment and obligation, construction estimate, commission approved amount, detailed expenditure summaries as well as many other functions.

CMS

The Consultant Services module houses a separate Oracle-based system called Contract Management System. CMS tracks new contracts, contract modifications, contract evaluations; cooperative agreements, scope of work, consultant payments, consultant pools, and other items related to consultant management. Additionally, it uses project information from the ePM database. ePM provides secured access and user security for CMS.

DETAILED SCOPE OF WORK

- 1) General
 - a) Consultant Services module redesign will require offeror to:
 - i) Meet regularly with UDOT Consultant Services (CS) staff and UDOT Project Manager (PM) to receive guidelines on desired functionality, system requirements and business practices
 - ii) Perform business and data analysis to determine changes to the database structure and related impacts to tables, forms, reports, and other parts of CMS
 - iii) Propose methodology to ensure database integrity and data preservation during redesign
 - iv) Work with UDOT CS staff and PM to determine look and feel of final product
 - v) Standardize business rules throughout the module [see viii) and ix)] to provide better integration with ePM
 - vi) Work with UDOT CS staff and PM to determine what new forms and reports will be needed
 - vii) Work with UDOT CS staff and PM to determine what existing forms and reports will require modification
 - viii) Maximize use of existing stored functions, procedures and packages
 - ix) Develop new functions, procedures and packages as needed
- 2) CMS
 - a) Contracts and Modifications

- i) Develop forms and reports to generate Consultant Contracts and Contract Modifications
 - ii) Redesign forms to eliminate data entry duplication
 - iii) Provide functionality to track contract status in real time
 - iv) Add functionality to query database for
 - (1) Scope of work and cost estimate on similar projects
 - (2) Consultant, discipline, project description, pool dollar availability, CS administrator, PIN, etc.
 - (3) Disadvantaged Business Enterprise
 - (4) Whether a consultant has an independent audit on the financial screening reports
 - (5) Contract type
 - v) Generate correspondence and notifications to Consultants and UDOT personnel by email and boiler plate letters
 - b) Cooperative Agreements for Local Governments
 - i) Develop forms and reports to generate Cooperative Agreements and Modifications (currently handled by two separate applications)
 - ii) Generate boiler plate forms and letters
 - iii) Generate financial sheets
 - iv) Generate correspondence and notifications to Consultants and UDOT personnel by email
 - c) Develop New Reports
 - i) Consultant growth trends
 - ii) Average number of contracts per consultant
 - iii) Average dollar used in pool contracts, or modifications per project or contract
 - iv) Fiscal year contract/mod request
 - v) Consultants in the pool with no projects
 - vi) Consultants able to use all available GE and LG pool funding
 - vii) Consultant pool expiration in designated periods
 - viii) Modify existing reports as requested by UDOT CS staff and PM
 - d) Integration with ePM
 - i) Identify and eliminate duplicate data fields between ePM and CMS
 - ii) Determine whether CMS or ePM should originate (own) the data
 - iii) Modify database, forms and reports to allow both systems to share data
- 3) Other duties as assigned by PM
- 4) UDOT Project Development personnel will assist with testing and quality control of the work performed
- 5) UDOT Project Development personnel will provide project oversight including, assignments, direction, written specifications, response to questions, etc.
- 6) Successful offeror should be prepared to work on site.
- 7) UDOT utilizes the right for complete evaluation and review before final acceptance. There will be 15% holdback on work completed until final acceptance. The project will be divided into manageable tasks and milestones to ease billing and retention. Upon completion of all tasks, there will be a 90-day test period of all new work before final acceptance of that task.
- 8) Pricing: Team members hourly rates for this project are:
- Shawn Shanley - Team Lead : Hourly rate \$84.50
- Scott Lindgren - Team member: Hourly rate \$82.00

ATTACHMENT C

SPECIAL TERMS AND CONDITIONS

1. **Payment Schedule:** Payments to the Contractor shall be made monthly after the submission of a proper invoice.
2. **Contract:** This is a 2 year contract, with a (fully loaded) price per individuals, with a possible renewal option of 1 year.
3. **Wages:** The Contractor shall be responsible for all applicable company wages in accordance with the Federal, State and local laws and ordinances.
4. **Invoicing:** The Contractor shall submit invoices for authorization to pay to:

Utah Department of Transportation
Attention : Rebecka Stromness
Box 148425
4501 South 2700 West
Salt Lake City, Utah 84114-8425

Payment of invoices will be sent via mail. The State reserves the right to correct invoices.

THE CONTRACT NUMBER SHALL APPEAR ON ALL INVOICES FOR PAYMENTS

5. **PROGRESS PAYMENTS:** Progress payments will be made, with 15% of the invoiced amount retained as a performance guarantee when indicated, based upon the State financial cycle.
6. **FINAL PAYMENT:** Final payment, including any amounts retained, shall be made 60 days after final sign off for each task and deliverable, such as file translation, custom computer programming or project records, and system test materials and documentation have been received and accepted by the STATE Project Manager as accurate and complete.
7. **Non-Assignment:** The Contractor shall not sublet, assign or transfer any part of this contract without prior written approval from the Procurement Supervisor or the Procurement Manager of Utah Department of Transportation. The provision of monies due under this contract shall not be assignable without prior written approval from the Procurement Supervisor or the Procurement Manager of the Utah Department of Transportation.
8. **Complete Contract:** This contract is intended by the parties as a final expression of their agreement, and supersedes all prior communications, representations and agreement, oral and written, between the parties with respect to the subject matter contained herein. The parties also intend this contract to be a complete and exclusive statement of the terms of their agreement. This contract may not be modified or terminated orally, and no claimed modification, rescission or waiver shall be binding on the STATE unless in writing, signed by a duly authorized representative of the STATE.
9. **Price Guarantees:** The CONTRACTOR agrees the prices bid on services in this contract shall be guaranteed through completion of the project.

10. **Notification:** Notice given under this Contract shall be written, or sent by facsimile or other electronic means. Written notice shall be sent by registered or certified mail, postage prepaid, return receipt requested, or by any other overnight delivery service which delivers to the noticed destination and provides proof of delivery to the sender. Facsimile or other electronic notice must be followed within 3 days by written notice. All notices shall be effective when first received at the following addresses:

If to CONTRACTOR:

SL Systems Technology
Attention: Scott B. Lindgren
11540 Wyndcastle Drive
Sandy, UT 84092-7113

If to STATE:

Utah Department of Transportation
Attention: Rebecka Stromness
Box 148425
4501 South 2700 West
Salt Lake City, UT 84114-8425
rstromness@utah.gov
Fax 801-965-4564

also copies to:

Utah Department of Transportation
Attention: Denice McCarthy
4501 South 2700 West
Dmccarthy@utah.gov
Fax 801-965-4073

11. **Change in Personnel or Resources:** No change in personnel or resources assigned to this project will be permitted without prior written approval of STATE Project Manager.
12. **Responsibility for Wages:** The CONTRACTOR is responsible for all applicable company wages in accordance with the federal, state and local laws and ordinances.
13. **Employment of State Employees:** The CONTRACTOR agrees to not engage in any way the services on this contract of any present or former STATE employee who was involved as a decision maker in the selection or approval process or who negotiated and/or approved billings or contract modification for this contract.
14. **Non-Compete Agreements:** The CONTRACTOR represents that its officers and employees are free to contract with the STATE and are not subject to restrictions by the terms of their present or past employment including, but not limited to, an agreement not to compete for a period of time, unless disclosure has been made. CONTRACTOR must disclose to the STATE any possible conflicts, in writing, before the contract is signed, and the STATE will evaluate whether to continue with contract execution. The STATE may elect to terminate a contract immediately with CONTRACTOR who is subsequently determined to be subject to such restrictions, without liability to the STATE. If the STATE elects to terminate the contract for this reason, the STATE will supersede paragraph #12 in Attachment A - Standard Terms and Conditions, and will not provide 30 days prior notice to the CONTRACTOR.
15. **Confidential Information:** To the extent required under this contract the CONTRACTOR may be given access to confidential or proprietary business, technical, or financial information belonging to the STATE. The CONTRACTOR shall, after receipt thereof, treat such information as confidential. Both parties shall maintain, as confidential, and shall not disclose to any person outside its employ, nor use for purposes other than performance of this Contract, any specifications, drawings, blueprints, data, business information, or other confidential information which is learned by virtue of this Contract,

each of the parties by registered mail addressed to the party at the principal office of the party or by personal service on the party in or without the above mentioned state. The parties hereby recognize and consent to the above mentioned arbitration association's jurisdiction over each and every one of them.

27. **Disputes:** Any dispute arising under this Contract, which is not resolved, by the STATE and CONTRACTOR shall be decided by a court of law under the terms of Section 27. Forum for Enforcement. Pending settlement of the final decision by the court, CONTRACTOR shall proceed diligently with the performance of the Contract in accordance with STATE direction.